

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SEAN WAKEFIELD,

Plaintiff,

v.

URBAN OUTFITTERS, INC.,

Defendant.

Case No. 1:17-cv-08543

**ANSWER TO PLAINTIFF'S
COMPLAINT**

Defendant Urban Outfitters, Inc. (hereinafter "Urban" or "Defendant") hereby responds to the correspondingly-numbered Complaint, as follows:

NATURE OF THE ACTION

1. Urban admits only that Defendant is a retailer of fashion clothing, accessories and other items with locations throughout the United States. The remaining allegations in Paragraph 1 state conclusions of law to which no response is required. To the extent Paragraph 1 alleges any additional facts, they are denied.

2. Paragraph 2 states conclusions of law to which no response is required. To the extent Paragraph 2 alleges any facts, they are denied.

3. Paragraph 3 states conclusions of law to which no response is required. To the extent Paragraph 3 alleges any facts, they are denied.

JURISDICTION AND VENUE

4. Paragraph 4 states conclusions of law to which no response is required. To the extent Paragraph 4 alleges any facts, they are denied.

5. Paragraph 5 states conclusions of law to which no response is required. To the extent Paragraph 5 alleges any facts, they are denied.

6. Paragraph 6 states conclusions of law to which no response is required. To the extent Paragraph 6 alleges any facts, they are denied.

7. Paragraph 7 states conclusions of law to which no response is required. To the extent Paragraph 7 alleges any facts, they are denied.

8. Paragraph 8 states conclusions of law to which no response is required. To the extent Paragraph 8 alleges any facts, they are denied.

THE PARTIES

9. Defendant admits only that Wakefield is an adult individual. Urban lacks knowledge or information sufficient to affirm or deny the remaining allegations in Paragraph 9 and, therefore, they are denied.

10. Admitted.

11. Defendant denies that Plaintiff is entitled to any overtime compensation.

12. Defendant denies the allegations in Paragraph 12 of the Complaint, except admits that Urban is a Pennsylvania corporation headquartered at 5000 South Broad Street, Philadelphia, Pennsylvania. Defendant neither admits nor denies allegations regarding the content of Urban's Form 10-K, which speaks for itself.

STATEMENT OF FACTS

13. Admitted.

14. Admitted.

15. Defendant admits only that plaintiff worked as a DM. The remaining allegations in Paragraph 15 are vague and unambiguous such that Defendant cannot reasonably respond and, therefore, are denied.

16. Defendant denies the allegation that "consistent with Defendant's policy, pattern and/or practice, Plaintiff regularly worked in excess of forty hours per workweek." Defendant

denies that Plaintiff worked on average more than 45-50 hours per week each week. The remaining allegations in Paragraph 16 state conclusions of law to which no response is required.

17. The allegations in Paragraph 17 are vague and unambiguous such that Defendant cannot reasonably respond and, therefore, are denied. Defendant denies that Defendant “assigned all of the work Plaintiff performed.”

18. Defendant neither admits nor denies allegations regarding the content of Urban’s Form 10-K, which speaks for itself. The remaining allegations in Paragraph 18 are denied.

19. Denied.

20. Denied.

21. Denied.

22. Defendant admits only that its DM’s were properly classified as exempt. The remaining allegations in Paragraph 22 are denied.

23. Denied.

24. Denied.

25. Denied.

26. Denied.

27. Denied.

28. Denied.

AS TO FIRST CLAIM FOR RELIEF:
(FAIR LABOR STANDARDS ACT: UNPAID OVERTIME WAGES)

29. Defendant repeats and realleges its responses to the allegations of paragraphs 1-28 of the Complaint as if set forth more fully herein.

30. Paragraph 30 states conclusions of law to which no response is required.

31. Paragraph 31 states conclusions of law to which no response is required.

32. Denied.

33. Denied.

34. Denied.

35. Denied.

36. Denied.

37. Denied.

AS TO SECOND CLAIM FOR RELIEF:
(NEW YORK LABOR LAW: UNPAID OVERTIME WAGES)

38. Defendant repeats and realleges its responses to the allegations of paragraphs 1-37 of the Complaint as if set forth more fully herein.

39. Paragraph 39 states conclusions of law to which no response is required. To the extent Paragraph 39 alleges any facts, they are denied.

40. Paragraph 40 states conclusions of law to which no response is required. To the extent Paragraph 40 alleges any facts, they are denied.

41. Paragraph 41 states conclusions of law to which no response is required. To the extent Paragraph 41 alleges any facts, they are denied.

42. Denied.

43. Denied.

44. Denied.

WHEREFORE, Defendant prays as follows:

1. That judgment be entered in favor of Defendant and against Plaintiff;
2. That the Complaint be dismissed, in its entirety, with prejudice;
3. That Defendant be awarded its costs of suit herein; and
4. For such other additional relief as this Court deems just and proper.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

The Complaint, and each cause of action alleged therein, fails to allege facts sufficient to state a claim on which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

(Paid as Required by Law)

The Complaint, and each cause of action alleged therein, fails, in whole or in part, because Plaintiff was at all times properly and timely paid all compensation due, as required by law.

THIRD AFFIRMATIVE DEFENSE

(Statute of Limitations)

Defendant believes that Plaintiff's claims are barred to the extent they fall outside the applicable statute of limitations.

FOURTH AFFIRMATIVE DEFENSE

(Waiver/Estoppel)

Plaintiff has waived the right or is estopped by reason of his conduct and actions to assert the claims alleged in the Complaint.

FIFTH AFFIRMATIVE DEFENSE

(No Willfulness)

Defendant did not act willfully or with knowledge or reckless disregard as to whether Defendant's conduct violated the wage and hour laws of any applicable jurisdiction.

SIXTH AFFIRMATIVE DEFENSE

(No Knowledge, Authorization or Ratification)

Defendant is not liable for the alleged damages because, if any person or entity engaged in intentional, willful or unlawful conduct as alleged in the Complaint, such person or entity did so without the knowledge, authorization, or ratification of Defendant.

SEVENTH AFFIRMATIVE DEFENSE

(Punitive Damages Unavailable)

Plaintiff's claim for punitive damages and/or liquidated damages are barred.

EIGHTH AFFIRMATIVE DEFENSE

(Good Faith/Legitimate Business Reasons)

The Complaint, and each claim contained therein, fails, in whole or in part, because Defendant had a reasonable, honest, good faith belief that all acts and omissions, if any, affecting the Plaintiff were made by Defendant solely for legitimate, business-related reasons that were neither arbitrary, capricious, nor unlawful and were reasonably based upon the facts as Defendant understood them.

NINTH AFFIRMATIVE DEFENSE

(Waiver or Consent)

The Complaint, and each cause of action alleged therein, fails, in whole or in part, because the Plaintiff consented to the conduct complained of or have otherwise waived the right, by reason of his conduct and actions, to assert the claims alleged in the Complaint.

TENTH AFFIRMATIVE DEFENSE

(No Penalties; Good Faith Dispute as to Wages Owed)

The Complaint, and each cause of action alleged therein, fails to state a claim for penalties for alleged wage violations under the FLSA and New York wage laws because there is

a good faith dispute as to Defendant's obligation to pay any wages which may be found to be due.

ELEVENTH AFFIRMATIVE DEFENSE

(Payment of Wages)

The Complaint, and each cause of action alleged therein, is barred, in whole or in part, to the extent the Plaintiff has ever recovered in other proceedings any monies for the wages, benefits, or other compensation at issue in this action.

TWELFTH AFFIRMATIVE DEFENSE

(Civil Penalties Unjust, Arbitrary, Oppressive and/or Confiscatory)

The Plaintiff is precluded from recovering penalties in whole or in part under the applicable provisions of the law as, based upon the facts and circumstances of this case, any imposition of penalties would result in an award that is unjust, arbitrary, oppressive, and/or confiscatory.

RESERVATION OF RIGHTS

Defendant reserves the right to assert additional defenses as information is gathered through discovery and investigation. In asserting these defenses, Defendant does not allege or admit that it has the burden of proof and/or persuasion with respect to any of these matters, and does not assume the burden of proof and/or persuasion with respect to any matter as to which Plaintiff has the burden of proof or persuasion.

Dated: February 12, 2018

Respectfully submitted:

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CERTIFICATE OF SERVICE

I hereby certify that on this day I caused defendant Urban Outfitters, Inc. Answer to the Complaint to be filed with the Clerk of the Court and served in accordance with the Federal Rules of Civil Procedure, the Local Rules of the United States District Court for the District of Indiana and/or the District's Rules on Electronic Service. Specifically, I caused plaintiff to be served via ECF filing.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

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Dated: February 12, 2018